IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

LIVE FACE ON WEB, LLC, Plaintiff, v. ZEOBIT, LLC, and KROMTECH ALLIANCE CORP., and KROMTECH OF USA, LLC, and CLOUDMCCLOUD CORP., Defendants.	Civil Action No.: **JURY TRIAL DEMANDED**

COMPLAINT

Plaintiff, Live Face on Web, LLC ("LFOW" or "Plaintiff"), by and through its undersigned counsel, brings the following Complaint against defendants, ZeoBIT, LLC, Kromtech Alliance Corp., Kromtech of USA, LLC and CloudMcCloud Corp. (collectively, the "Defendants"), and avers as follows:

NATURE OF THE ACTION

1. This is an action for willful direct copyright infringement, vicarious copyright infringement, inducing copyright infringement and breach of contract resulting from the Defendants' violation of LFOW's copyrighted works and breach of a license agreement, as more fully described herein.

2. LFOW seeks, *inter alia*, an Order for impounding and destruction of the infringing articles, the Defendants' profits attributable to their unlawful acts, counsel fees, compensatory and punitive damages and other relief available under applicable law.

THE PARTIES

3. Plaintiff, Live Face on Web, LLC, is a Pennsylvania limited liability company with its principal place of business at 1300 Industrial Boulevard, Suite 212, Southampton, PA 18966.

4. Defendant, ZeoBIT, LLC ("ZeoBIT"), upon information and belief, is a California limited liability company with its principal place of business at 440 N. Wolfe Road, Sunnyvale, CA, 94085. Upon information and belief, ZeoBIT owns, controls and/or operates the websites known as and located at zeobit.net.

5. Defendant, Kromtech Alliance Corp. ("Kromtech Alliance"), upon information and belief, is a British Virgin Islands corporation with a principal place of business at MDE's Building, 1st Floor, P.O. Box 3169, PMB 257, Road Town, Tortola, British Virgin Islands, VG 1110. Upon information and belief, Kromtech Alliance owns, controls and/or operates the websites known as and located at kromtech.net and mackeeper.com.

6. Defendant, Kromtech of USA, LLC ("Kromtech USA"), upon information and belief, is a Louisiana limited liability company with its principal place of business at c/o David W. Nance, Esq., 201 St. Charles Avenue, Suite 2500, New Orleans, Louisiana 70170.

7. Defendant, CloudMcCloud Corp. ("CloudMcCloud"), upon information and belief, is a British Virgin Islands corporation with its principal place of business at 177 Main Street, Tortola, British Virgin Islands, VG 1110. Upon information and belief, CloudMcCloud owns, controls and/or operates the websites known as and located at cloudmccloud.com.[1]

JURISDICTION AND VENUE

8. This action arises under the U.S. Copyright Act, and thus this Court has federal question jurisdiction over the subject matter of this action pursuant to 28 U.S.C. §§ 1331 and

---

[1] The websites zeobit.com, kromtech.net, mackeeper.com and cloudmccloud.com are referred to hereinafter as the "Subject Websites."

1338(a). This Court has supplemental jurisdiction over all state law claims pursuant to 28 U.S.C. § 1367.

9. This Court has personal jurisdiction over the Defendants, each of which has conducted business in, and has had continuous and systematic contacts with the Commonwealth of Pennsylvania and this District. Defendants have purposefully availed themselves of the privilege of doing business in Pennsylvania, and critical elements of Defendants' wrongdoing occurred in this Commonwealth. ZeoBIT has also agreed contractually to jurisdiction and venue in this District under the End User License Agreements for the LFOW Subject Software Packages (as defined below).

10. Venue is proper in this District pursuant to 28 U.S.C. §§ 1391(b), (c) and 1400(a) in that a substantial part of the events or omissions giving rise to the claims herein occurred in this District, a substantial part of the property that is the subject of the action is situated in this District, and Defendants have sufficient contacts with this District such that Defendants may be found here.

BACKGROUND

I. LFOW's Business and Technology

11. LFOW is a developer and owner of "live person" software ("LFOW Software") and video technology for websites (collectively, the "LFOW Technology"), which it licenses to businesses and individuals.

12. The LFOW Technology allows a company to display a "walking" and "talking" personal host who introduces a website to an online visitor. The spokesperson can then be configured to explain a company's products and/or services and to direct an online visitor's attention to a particular product or aspect of the website.

13. The LFOW Technology enables a company to customize and dynamically modify settings and functionality of the spokesperson. By way of example and not limitation, a customer utilizing the LFOW Technology can: (a) manipulate the positioning of the spokesperson on its website and select between static, relative or dynamic positioning features; (b) adjust the delay between the time an online visitor enters the website and the start time of the spokesperson's presentation; (c) select the number of times a presentation plays for each particular visitor; and (d) select "click on me" functionality that directs a online visitor to a predetermined page or section of the website which promotes goods or services and/or reinforces the image and brand of the customer.

14. The LFOW Technology seeks to enhance a website with a real live model, capture, hold and prolong the attention of the average online visitor and have a direct and indirect positive impact on sales and/or the brand, public image and reputation of any company that has an online presence.

15. The LFOW Technology, the spokesperson's video presentation created by LFOW, and other components are licensed by LFOW to a customer in a "package" (each being a "LFOW Software Package") for a fee and subject to the terms and conditions of LFOW's End User License Agreement ("EULA").

16. Specifically, each LFOW Software Package consists of three parts: (a) the video presentation of the spokesperson, which is typically created and owned by LFOW and protectable under, *inter alia*, U.S. copyright laws (each being a "LFOW Video Presentation"); (b) the LFOW Software, comprised of LFOW JavaScript source code, which is also a copyrighted work, duly registered with the U.S. Copyright Office in accordance with law, and is owned by LFOW; and (c) the LFOW video player, which is also a copyrighted work, duly

registered with the U.S. Copyright Office in accordance with law, and is owned by LFOW ("LFOW Video Player").

17. The LFOW Software Package can be implemented by LFOW's customers by modifying the HTML code of the LFOW customer's website. An HMTL script tag is embedded in the HTML code of the LFOW customer's website, which links the LFOW customer's website to a copy of the LFOW Software Package.

18. When a web browser is directed to a website linked to the LFOW Software Package, the embedded HTML script tag is read by the web browser and causes the automatic distribution of a copy of the LFOW Software Package. The LFOW Software Package is automatically saved by the user's web browser into cache, and/or a hard drive(s), and loaded into computer memory and/or RAM (random access memory). As a result of the distribution of the LFOW Software Package, the specific web spokesperson video is automatically launched and displayed to advertise on the associated website.

19. LFOW has registered each version of the LFOW Software and LFOW Video Player applicable to this action with the U.S. Copyright Office, and owns all such registrations. By way of example and not limitation, attached hereto as Exhibit A is a true and correct copy of Copyright Registration No. TX 7-367-218 relating to LFOW Software version 9.1.1. Additionally, Exhibit B is a true and correct copy of Copyright Registration No. TX 8-188-453 relating to LFOW Video Player Version 4. Both LFOW Software Version 9.1.1 and LFOW Video Player Version 4 were incorporated into one or more of the LFOW Subject Software Packages (as defined below) at issue in this action.

20. LFOW only licenses, and does not sell ownership to or rights in, its LFOW Software Packages to customers, including ZeoBIT, as more fully described below.

II. Defendant ZeoBIT Licensed Several LFOW Software Packages from LFOW, Which Increased the Defendants' Sales

21. Between 2011 and 2013, ZeoBIT licensed a total of four (4) customized versions of the LFOW Software Package for ZeoBIT's marketing, advertising and sales purposes. The aforementioned ZeoBIT Software Packages are hereinafter referred to individually as a "LFOW Subject Software Package" and collectively the "LFOW Subject Software Packages."

22. ZeoBIT became bound by the terms of LFOW's EULA by, *inter alia*, licensing, accepting and using their respective LFOW Subject Software Packages.

23. ZeoBIT also executed documents pursuant to which, *inter alia*, ZeoBIT acknowledged, agreed and became bound by the terms and conditions of LFOW's EULA. A true and correct copy of one such document, which has been redacted to protect ZeoBIT's credit card information, is attached hereto as Exhibit C.

III. Defendants Violated LFOW's EULA and Intellectual Property Rights By Transferring the LFOW Subject Software Packages Without Authorization, Using Them on Unauthorized URLs, and Using Them to Violate Law, For Which Defendant ZeoBIT Was Sued In A Class Action and Agreed to a $2,000,000 Settlement

24. Article 2.1 of the EULA provides, in relevant part, that an LFOW Subject Software Package could only be used on one (1) web page of one (1) web site on the hard drive of one (1) web server. Therefore, the use on any additional web page, URL, or web server would require permission from and payment of additional fees to LFOW.

25. Article 2.1 of the EULA also restricts usage of the LFOW Subject Software Package to the country where the licensee resides. Therefore, the installation of the LFOW Subject Software Packages outside of the U.S. requires permission from and additional fees to LFOW. Attached hereto as Exhibit D is a true and correct copy of LFOW's EULA.

26. Articles 2.2., 3.1 and 14.6 of the EULA provide, in relevant part, that a licensee is

not permitted to assign, sublicense or transfer the LFOW Subject Software Packages or any rights, duties or obligations under the EULA to any person or entity (or permit any person or entity to do so) without the express written consent of LFOW.

27. For example, under the EULA, a sale of all or substantially all of the assets or equity securities of an entity, a merger, a conversion or similar entity/corporate reorganization or change would constitute a “transfer” or “assignment” within the meaning of the EULA for which consent or authorization from LFOW would be required.

28. Article 11 of the EULA provides, in relevant part, that a licensee will indemnify and hold harmless LFOW from and against any and all liabilities, damages, costs, expenses or losses, including attorneys’ fees, expert witness fees, travel costs and other costs and expenses of litigation, arising out of or in any way related to, *inter alia*, such licensee’s use and misuse of the LFOW Subject Software Packages, such licensee’s breach of the EULA, and such licensee’s and its agents’ acts, omissions and violations of applicable law.

29. Article 12 of the EULA provides, in relevant part, that a licensee’s license to the LFOW Subject Software Package shall terminate immediately, without notice from LFOW, and all rights of such licensee in the licensed material shall be immediately revoked, in the event, *inter alia*, that such licensee shall fail to comply with any provision of the EULA.

30. Despite being fully aware of the terms of the EULA, Defendants proceeded to disregard LFOW’s contractual and other legal rights.

31. For instance, Defendants unlawfully stored all or some of the LFOW Subject Software Packages on web farms, which necessarily stored the LFOW Subject Software Packages on hard drives of multiple web servers, in violation of the EULA and applicable law, and without authorization from, or payment of applicable fees to, LFOW.

32. Upon information and belief, ZeoBIT also attempted to transfer its rights to the LFOW Subject Software Packages to Kromtech and/or Kromtech USA and/or CloudMcCloud without obtaining the necessary consent or authorization from LFOW under the EULAs and in violation of LFOW's copyrights, the EULA itself, and applicable law.

33. In accordance with the definition of "YOU" under Article 1 of the EULA, a designated Individual or Entity (and not any other third party) is the licensee under the EULA for the applicable LFOW Subject Software Package, and such Defendant licensee was required to (but failed to) seek the consent of LFOW to allow the other Defendant(s) or third parties to use their LFOW Subject Software Packages.

34. Defendants also unlawfully exported all or some of the LFOW Subject Software Packages outside the U.S., in violation of the EULA and applicable law, and without authorization from, or payment of applicable fees to, LFOW.

35. Defendants also unlawfully used all or some of the LFOW Subject Software Packages on two or more URLs owned and controlled by different entities in violation of the EULA and applicable law, and without authorization from, or payment of applicable fees to, LFOW. By way of example and not limitation, Defendants placed LFOW Subject Software Package no. 100004122 on, *inter alia*, the following separate and distinct URLs:[2]

mackeeperapp2.mackeeper.com/landings/
mackeeperapp1.zeobit.com/landings/
mackeeperapp2.zeobit.com/landings/
static.zeobit.com/landings/
mackeeperapp1.kromtech.net/landings/
mackeeperapp.zeobit.com/landings/

---

[2] While this is just one example of the "multiple URL" breach for one LFOW Subject Software Package, there are numerous instances of such "multiple URL" breaches by the Defendants for various LFOW Subject Software Packages, and the presentation of all such information in this Complaint is impractical due to the voluminous nature thereof, but which will appropriately be produced to Defendants during the course of discovery in this action.

static.kromtech.net/landings/
eeperapp2.zeobit.com/landings/
tgenerator.kologlobal.local/landings/
landingtest.kromtech.net/landings/
tgenerator.fine.kologlobal.local/landings/
mackeeperapp.kromtech.net/landings/
mackeeperapp2.kromtech.net/landings/
mackeeperapp1.mackeeper.com/landings/
landingtest.cloudmccloud.com/landings/
mackeeperapp.mackeeper.com/landings/

36. In addition, Articles 8.1 and 8.8 of the EULA provide, in relevant part, that a licensee will not use or permit the use of the LFOW Subject Software Packages to violate applicable law. However, upon information and belief, the Defendants misused some or all of the LFOW Subject Software Packages to unlawfully market, advertise and sell their MacKeeper software in violation of applicable law, including the Pennsylvania Consumer Protection Law, which resulted in a class-action lawsuit captioned *Yencha v. ZeoBIT LLC*, in the United States District Court for the Western District of Pennsylvania, Case No. 2-14-CV-00578-JFC ("ZeoBIT Class Action").

37. In October 2015, the Court in the ZeoBIT Class Action approved the fairness of a settlement in which ZeoBIT was forced to pay $2 million. Attached hereto as Exhibit E is a true and correct copy of the aforementioned Order approving the $2 million settlement of the ZeoBIT Class Action.

38. As a result of such activities, LFOW now seeks compensation and to enjoin Defendants from further infringing on LFOW's intellectual property and other rights.

IV. Defendants are Responsible for Third-Party Copyright Infringement

39. Defendants unlawfully used, distributed, executed and displayed, and/or caused others to unlawfully use, distribute, download, execute and display, the LFOW Subject Software Packages.

40. Through the use of the Subject Websites, and after the Defendants had no right to use the LFOW Subject Software Packages due to their unlawful conduct more fully described above, the Defendants continued to use and display the LFOW Subject Software Packages and caused their website visitors to download and execute on their computers and other devices (including, without limitation, by loading the same on the computer's or device's random access memory) the LFOW Subject Software Packages, thus causing such website visitors to violate LFOW's rights.

41. The Defendants had the right and ability to monitor, control, direct, supervise and to limit the infringing conduct and activities that occurred through their computer systems and websites.

42. The Defendants, however, made no attempt to stop or limit the infringing conduct and activities by their website visitors who viewed or were exposed to the LFOW Subject Software Packages through the Defendants' computer systems and/or websites.

43. The Defendants received a direct and substantial financial benefit from the infringing activity occurring on or through their computer systems and/or websites, as more fully described above.

44. As a result of foregoing conduct of the Defendants, LFOW has suffered and will continue to suffer significant, irreparable harm and loss.

COUNT I
DIRECT COPYRIGHT INFRINGEMENT
(LFOW vs. All Defendants)

45. Plaintiff incorporates by reference the averments contained in the preceding paragraphs above, as if set forth fully herein.

46. The aforesaid conduct of the Defendants constitutes willful copyright

infringement under, *inter alia*, 17 U.S.C. § 501 and 17 U.S.C. § 506.

47. The items specified herein are copyrightable subject matter under the laws of the United States.

48. Plaintiff has complied in all respects with the provisions of the Copyright Act, 17 U.S.C. §§ 101 et seq., and all other laws governing copyright to secure the exclusive rights and privileges in and to the copyrights of the items identified herein.

49. Defendants used, misused and/or distributed the LFOW Subject Software Packages for marketing, advertising and sales purposes, and have caused Plaintiff serious and irreparable harm as a result.

50. Unless Defendants are restrained and enjoined from their unauthorized use and distribution of the LFOW Subject Software Packages, these injuries will continue to occur.

51. Irreparable harm and injury to Plaintiff is imminent as a result of Defendants' conduct, and Plaintiff is without an adequate remedy at law.

52. Pursuant to 17 U.S.C. § 502(a), Plaintiff is entitled to an injunction restraining Defendants, their employees and agents, and all other persons acting in concert with them, from engaging in any further improper acts.

53. Pursuant to 17 U.S.C. §§ 503(a) and 503(b), Plaintiff is entitled to an order impounding the infringing articles and the means by which such infringing articles were misused or reproduced.

54. Pursuant to 17 U.S.C. § 504, Plaintiff is entitled to damages and Defendants' profits in amounts to be proven at trial, or alternatively, statutory damages in the amount of $150,000 with respect to each work infringed.

55. Pursuant to 17 U.S.C. § 505, Plaintiff is entitled to an award of attorneys' fees and

costs.

COUNT II
VICARIOUS COPYRIGHT INFRINGEMENT
(LFOW vs. All Defendants)

56. Plaintiff incorporates by reference the averments contained in the preceding paragraphs above, as if set forth fully herein.

57. Defendants improperly used and distributed the LFOW Subject Software Packages for marketing, advertising and sales purposes, and have caused Plaintiff serious and irreparable harm as a result.

58. Defendants knowingly, systematically and materially contributed to, intentionally induced, and/or caused their website visitors to infringe Plaintiff's copyrights in its works, including by materially contributing to, intentionally inducing, and/or causing unauthorized reproductions and distributions of its copyrighted material (including, without limitation, by means of electronic download, loading and execution of the LFOW Subject Software Packages on computers' and/or devises' random access memory) without authorization in violation of Sections 106 et seq. and Section 501 of the Copyright Act. 17 U.S.C. §§ 106 et seq., and 501.

59. Defendants' acts of vicarious infringement were willful, in disregard of and with indifference to the rights of Plaintiff, and resulted in a direct financial benefit to Defendants.

60. As a direct and proximate result of the infringement by Defendants, Plaintiff is entitled to damages and Defendants' profits in amounts to be proven at trial.

61. Alternatively, Plaintiff is entitled to the maximum statutory damages in the amount of $150,000 with respect to each work infringed, or such other amounts as may be proper under applicable law, including, without limitation, the Copyright Act.

COUNT III
INDUCING COPYRIGHT INFRINGEMENT
(LFOW vs. All Defendants)

62. Plaintiff incorporates by reference the averments contained in the preceding paragraphs above, as if set forth fully herein.

63. Defendants induced their website visitors to infringe Plaintiff's copyrights, including by using, distributing, downloading and executing the LFOW Subject Software Packages, without authorization in violation of Sections 106 et seq. and Section 501 of the Copyright Act. 17 U.S.C. §§ 106 et seq., and 501.

64. Defendants' acts of inducing copyright infringement were willful and in disregard of and with indifference to the rights of Plaintiff, and Defendants derived a direct financial benefit therefrom.

65. As a direct and proximate result of the infringement by Defendants, Plaintiff is entitled to damages and Defendants' profits in amounts to be proven at trial.

66. Alternatively, Plaintiff is entitled to the maximum statutory damages in the amount of $150,000 with respect to each work infringed, or such other amounts as may be proper under applicable law, including, without limitation, the Copyright Act.

COUNT IV
BREACH OF CONTRACT
(LFOW vs. ZeoBIT)

67. Plaintiff incorporates by reference the averments contained in the preceding paragraphs above, as if set forth fully herein.

68. The actions of Defendants violate the terms and conditions of the EULAs to which ZeoBIT was legally bound.

69. By reason of the aforesaid breach, Plaintiff has been harmed as heretofore alleged.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff, Live Face on Web, LLC, demands judgment in its favor and against Defendants as follows:

A. A judgment that Defendants have engaged in willful direct copyright infringement, vicarious copyright infringement and inducing copyright infringement; and

B. Under the authority of 17 U.S.C. § 502, that Defendants and their agents, employees, successors, assigns and all those controlled by them, or in active concert or participation with them, be preliminarily and permanently enjoined from:

1. Using, misusing, altering, modifying, creating derivative works from, displaying and distributing the LFOW Subject Software Packages and/or Plaintiff's copyrighted material; and

2. Committing further acts of copyright infringement; and

C. Under the authority of 17 U.S.C. § 503(a), an Order directing Defendants to shut down the applicable Subject Websites (or portions thereof) or any other affiliated websites (or portions thereof) through which the unlawful activities were carried out; and

D. Under the authority of 17 U.S.C. § 504, an Order requiring Defendants to account to Plaintiff for, and to disgorge in favor of Plaintiff, the profits of Defendants from their infringement of Plaintiff's rights; and

E. Under the authority of 17 U.S.C. § 504, an award of statutory damages of $150,000 in respect to each act of willful copyright infringement; and

F. Under the authority of 17 U.S.C. § 505, an Order allowing the recovery by Plaintiff of the full costs of this action, including Plaintiff's reasonable attorneys' fees; and

G. Award of damages for breach of contract in an amount to be determined at the time of trial, which is anticipated to be in excess of $75,000 and shall include Plaintiff's attorneys' fees, costs of suit and other awardable sums; and

H. For restitution, other damages, interest and costs in connection with or as a result of this action and Defendants' unlawful conduct referenced herein; and

I. Award such other relief that the Court deems equitable, just and appropriate under the circumstances.

JURY DEMAND

Plaintiff respectfully demands a trial by jury on all issues so triable.

Respectfully Submitted,

TINOVSKY LAW FIRM

Dated: March 20, 2017

By:________________________

Vladislav Tinovsky, Esquire
Joseph W. Gable, Jr., Esquire
Attorney I.D. Nos.: 85671 / 318641
Five Neshaminy Interplex
Suite 205
Trevose, PA 19053
215-568-6860
Counsel for Plaintiff Live Face On Web, LLC

EXHIBIT A

Certificate of Registration

This Certificate issued under the seal of the Copyright Office in accordance with title 17, *United States Code*, attests that registration has been made for the work identified below. The information on this certificate has been made a part of the Copyright Office records.

Maria A. Pallante

Acting Register of Copyrights, United States of America

Registration Number

TX 7-367-218

Effective date of registration:

January 20, 2011

Title

Title of Work: Live Face On Web, LLC -- Javascript Version 9.1.1

Completion/Publication

Year of Completion: 2010

Date of 1st Publication: December 22, 2010 **Nation of 1st Publication:** United States

Author

- **Author:** Live Face On Web, LLC

  Author Created: computer program

  Work made for hire: Yes

  Citizen of: United States **Domiciled in:** United States

Copyright claimant

Copyright Claimant: Live Face On Web, LLC

1300 Industrial Blvd., Ste. 212, Southampton, PA, 18966, United States

Limitation of copyright claim

Material excluded from this claim: computer program

New material included in claim: computer program

Rights and Permissions

Organization Name: Live Face On Web, LLC

Name: Yury Getsky

Email: yury@livefaceonweb.com **Telephone:** 215-355-3501

Address: 1300 Industrial Blvd

Ste. 212

Southampton, PA 18966 United States

Certification

Name: Yury Getsky

Date: January 20, 2011

Correspondence: Yes

Registration #: TX0007367218

Service Request #: 1-551466271

0001TX0007367218

Live Face On Web, LLC
Yury Getsky
1300 Industrial Blvd
Ste: 212
Southampton, PA 18966 United States

EXHIBIT B

Certificate of Registration

This Certificate issued under the seal of the Copyright Office in accordance with title 17, *United States Code*, attests that registration has been made for the work identified below. The information on this certificate has been made a part of the Copyright Office records.

Maria A. Pallante

United States Register of Copyrights and Director

Registration Number
TX 8-188-453
Effective Date of Registration:
May 09, 2016

Title

Title of Work: LFOW Video Player Version 4 Application

Completion/Publication

Year of Completion: 2010
Date of 1st Publication: February 17, 2010
Nation of 1st Publication: United States

Author

- **Author:** Live Face on Web, LLC
  Author Created: computer program
  Work made for hire: Yes
  Citizen of: United States

Copyright Claimant

Copyright Claimant: Live Face on Web, LLC
1300 Industrial Blvd., Ste. 212, Southampton, PA, 18966, United States

Limitation of copyright claim

Material excluded from this claim: text
Previous registration and year: LFOW Video Player Version 1-3

New material included in claim: text

Rights and Permissions

Organization Name: Live Face on Web, LLC
Address: 1300 Industrial Blvd.
Ste. 212
Southampton, PA 18966 United States

Certification

Name: Eduard Shcherbakov
Date: May 09, 2016

0000TX00081884530202

Registration #: TX0008188453
Service Request #: 1-3391894479

ADDMG
Ryan Thomas Santurri
255 S Orange Ave
Ste 1401
Orlando, FL 32801 United States

EXHIBIT C

Live Face On Web

CREDIT CARD AUTHORIZATION FORM

CREDIT CARDHOLDER INFORMATION						
NAME ON CREDIT CARD	VIACHESLAV KOLOMEICHUK					
TYPE OF CREDIT CARD	(VISA) circled	MC	AMEX	DISCOVER	OTHER	
TYPE OF ACCOUNT	PERSONAL			(BUSINESS) circled		
COMPANY NAME	ZEOBIT LLC					
AUTHORIZED AMOUNT	[redacted] USD					
ACCOUNT NUMBER	[redacted] 4654 – bank Acc. CC: [redacted] 9619					
EXPIRATION DATE	02/13					
BILLING ADDRESS	440 N. Wolfe RD					
CCV NUMBER	139					
CITY	Sunnyvale	STATE	CA	ZIP CODE	94085	
PHONE	4156716236	EMAIL	jslava@zeobit.com	FAX NUMBER	-	

AUTHORIZATION OF CARD USE

I certify that I am the authorized holder and signer of the credit card referenced above. I certify that all information above is complete and accurate. I hereby authorize LiveFaceOnWeb, LLC. to collect payment for all charges as indicated above. By authorizing payment you herby agree to the LiveFaceOnWeb EULA – End User License Agreement located at http://www.livefaceonweb.com/eula.htm

CARDHOLDER NAME	VIACHESLAV KOLOMEICHUK		
SIGNATURE	[signature]	DATE	10 / 03 / 2012

EXHIBIT D

END-USER LICENSE AGREEMENT

This End-User License Agreement ("EULA") is a legal agreement between YOU and Live Face On Web, LLC and its successors and assigns (collectively, "LFOW"). This EULA will become a legally binding agreement between YOU and LFOW on the earlier of: (i) YOUR execution of LFOW's Credit Card Authorization or other document indicating that YOU agree to be bound by this EULA, or (ii) YOUR receiving the PRODUCT, or (iii) YOUR receiving a copy of this EULA from or on behalf of LFOW in connection with a licensed PRODUCT, or (iv) YOUR clicking on the "AGREE" checkbox on the Order Page of LFOW's WEB SITE to indicate YOUR acceptance of these terms and conditions. YOU ALSO AGREE TO BE BOUND BY THE TERMS OF THIS EULA BY INSTALLING, COPYING, OR OTHERWISE USING THE PRODUCT. DOING ANY OF THE FOREGOING SHALL BE CONCLUSIVE PROOF IN ANY ACTION, PROCEEDING OR OTHERWISE OF YOUR AGREEMENT TO BE LEGALLY BOUND BY THIS EULA, AS AMENDED OR OTHERWISE MODIFIED FROM TIME TO TIME IN ACCORDANCE HEREWITH, AND YOU HEREBY WAIVE ALL CLAIMS OR DEFENSES TO THE CONTRARY. IF YOU DO NOT AGREE TO BE LEGALLY BOUND BY THIS EULA, DO NOT ACCEPT, INSTALL, COPY OR USE THE PRODUCT AND DO NOT SIGN ANY DOCUMENT AGREEING TO BE BOUND BY THIS EULA.

Article 1. DEFINITIONS

1.1 Capitalized terms used but not defined herein shall have the following meanings unless the context requires otherwise:

"IP Address" means Internet Protocol Address. This is a unique string of numbers that identifies a computer or server on the Internet. These numbers are normally shown in groups separated by periods. Example: 192.168.0.0.

"LICENSED MATERIALS" means: (a) the PRODUCT, and any updates, upgrades, substitutions or modifications thereto, delivered or made available by or on behalf of LFOW to YOU, and (b) any documentation, computer files, video files, items, materials and other things related to the PRODUCT or any component thereof, whether transferred to YOU electronically via email, CD/DVD, link or through any other medium and means whatsoever, delivered by or on behalf of LFOW to YOU.

"PRODUCT" means one or more computer, video and/or other files and things delivered to YOU by or on behalf of LFOW as a result of YOUR purchase of a license of a PRODUCT based on and powered LFOW's proprietary virtual spokesperson software and technology, including the following: (a) Compressed and uncompressed video recording with sound; (b) Media format based on YOUR selection within the LFOW WEB SITE Order Page; (c) Media Player based on Adobe® technology; (d) Video Compressed Files based on Adobe® technology; (e) JAVASCRIPT FILE also known as ECMAScript; (f) any other computer and/or video files delivered by or on behalf LFOW to YOU hereunder; and/or (g) any updates, upgrades, substitutions or modifications to any of the foregoing. LFOW may assign or associate the PRODUCT with an order or invoice number or other alphanumeric combination for identification and other purposes.

"URL" means Uniform Resource Locator. This is the equivalent of YOUR home address on the internet. An example is http://livefaceonweb.com/definitions/Glossary/ or http:// 192.168.0.0/Samples.

"WEB PAGE" means any computer file, document, or grouping of electronic text or other content which can be addressed by a hypertext link and rendered for a user on his/her computer monitor. This includes any grouping of electronic text, graphical material, or data generated by a software application and displayed through the use of a Web browser.

"WEB SERVER" means a computer connected to the Internet that stores and distributes WEB PAGES upon request.

"WEB SITE" means a collection of WEB PAGES or files on the World Wide Web that are linked together under a common address (URL or IP Address) and maintained by a person or entity.

"YOU" means the person or entity licensing the PRODUCT and other LICENSED MATERIALS from LFOW, and any of YOUR permitted successors or permitted assign.

"YOUR CONTENT" means all text, audio, video and other content and material provided by YOU or on YOUR behalf to LFOW for use in connection with the LICENSED MATERIALS.

"JAVASCRIPT FILE" means LFOW's JavaScript computer file named playLFOW.js, or any other JavaScript computer file that LFOW delivers to YOU in substitution thereof.

Article 2. GRANT OF LICENSE

2.1. Subject to YOUR agreement to, and compliance with, the terms and conditions set forth in this EULA, LFOW grants YOU a personal, temporary, non-exclusive, and non-transferable license to:

(a) install one (1) copy of the PRODUCT onto the hard drive of one (1) WEB SERVER, solely in machine-executable form; and

(b) use the PRODUCT with one (1) WEB SITE; and

(c) use the PRODUCT with one (1) WEB PAGE; and

(d) use the PRODUCT with one (1) URL; and

in each instance, solely for advertisement purposes and not for any other purpose (including, without limitation, any act of electronic or physical distribution, performance or broadcast) and in accordance with the terms and conditions set forth in this EULA.

2.2. YOU agree that this EULA does not authorize YOU to (a) sublicense, transfer, copy, or duplicate the PRODUCT and the other LICENSED MATERIALS or (b) permit or seek to permit any other person or entity to do any of the foregoing.

2.3. YOUR use of the PRODUCT and the other LICENSED MATERIALS may be subject to additional restrictions, under applicable copyright and other laws that are not enforced or prescribed by any technology transferred to YOU electronically or contained on CD/DVD or otherwise. The absence of any such technology designed to enforce these additional restrictions should in no way be viewed or interpreted as a waiver, on the part of LFOW or any other person or entity owning any rights in any of the LICENSED MATERIALS, of their respective rights to enforce any such additional restrictions regarding YOUR use of the LICENSED MATERIALS. YOUR use of the PRODUCT and the other LICENSED MATERIALS shall, at all times, remain subject to any and all applicable laws and rights governing the use of such materials, including, without limitation, any restrictions on YOUR use prescribed therein.

2.4. YOU may not assign, sell, convey, donate, or otherwise transfer the PRODUCT or any of the LICENSED MATERIALS or YOUR rights hereunder to any third party. Any purported assignment, sale, conveyance, donation or other transfer of the PRODUCT, LICENSED MATERIALS or YOUR rights hereunder in violation of this EULA shall have no force or effect and shall result in the automatic revocation of YOUR license granted herein.

2.5. The PRODUCT is licensed as a single PRODUCT, and its component parts may not be separated or divided. LFOW reserves all rights not expressly granted to YOU in this EULA. The PRODUCT is licensed, not sold to YOU. The PRODUCT is protected by copyright and other intellectual property laws and treaties. LFOW owns a license or the title, copyright, and other intellectual property rights in the PRODUCT.

Article 3. RESTRICTIONS ON USE OF LICENSED MATERIALS

3.1. Except to the extent otherwise expressly permitted hereunder or otherwise by the owner of the relevant rights in or to the LICENSED MATERIALS concerned, and without limitation, the following restrictions shall apply to YOUR use of the LICENSED MATERIALS:

(a) YOU may not copy or reproduce any portion of the PRODUCT or other LICENSED MATERIALS; and

(b) YOU may not distribute, share through any information network, transfer, convey, sell, lease or rent the PRODUCT or any of the LICENSED MATERIALS to any other person or entity, in whole or in part; and

(c) YOU may not change, alter, amend, modify or create derivative works, enhancements, extensions or add-ons to any of the LICENSED MATERIALS; and

(d) YOU may not decompile, reverse engineer or disassemble the PRODUCT or any of the LICENSED MATERIALS, in whole or in part; and

(e) YOU may not divide the PRODUCT or use any of the components of the PRODUCT individually or in combination with anything comprising less than the entire PRODUCT; and

(f) YOU may not export the LICENSED MATERIALS outside of the country where YOU reside. (This Section 3.1(f) shall not be applicable within the European Economic Area); and

(g) YOU may not utilize the LICENSED MATERIALS separately; and

(h) YOU may not remove any logos, notices (including, without limitation, copyright, trademark and other legal notices) or any other identifying materials contained on the PRODUCT or in the LICENSED MATERIALS; and

(i) YOU may not make or cause to be made any modifications to the PRODUCT or other LICENSED MATERIALS (including, without limitation, the JAVASCRIPT FILE or any other computer code contained in the PRODUCT or in the LICENSED MATERIALS) without the express written consent of LFOW; and

(j) YOU may not rename, edit or create any derivative works from the PRODUCT and other LICENSED MATERIALS; and

(k) YOU may not rent, lease, lend or provide commercial hosting services with the PRODUCT; and

YOU will at all times comply with, and will not circumvent or attempt to circumvent, any of the terms and conditions of this EULA and restrictions on use set forth in this Article 3 or elsewhere in this EULA.

3.2. YOU acknowledge that the PRODUCT includes the JAVASCRIPT FILE, which contains instructions about the limited source code modifications YOU are authorized to manually make in the value of the user defined parameters and variable set forth in source code lines 16 through 143 of the JAVASCRIPT FILE ("Limited Variable/Parameter Value Changes") in order to control certain aspects of the PRODUCT. Except for the Limited Variable/Parameter Value Changes, YOU cannot make any additions, deletions, alterations, changes or other modifications to the JAVASCRIPT FILE or any source code in the LICENSED MATERIALS. YOU acknowledge and agree that you cannot make or cause to be made any additions, deletions, alterations, changes or other modifications to the JAVASCRIPT FILE dynamically, or cause any computer, computer program or other technology to dynamically add, delete, alter, change or modify the JAVASCRIPT FILE or any source code in the LICENSED MATERIALS whatsoever.

3.3 In the event that the owner of any component or part of the LICENSED MATERIALS is a third-party (each, a "LICENSOR"), YOU agree that such LICENSOR shall be a third party beneficiary under this EULA and, as such, shall have the right to enforce the terms and conditions of this EULA that pertain directly to such LICENSOR'S rights in and to the LICENSED MATERIALS concerned as if such LICENSOR was a party to this EULA. The rights granted to a LICENSOR under this Article shall not be revoked.

Article 4. UPGRADES OR UPDATES

4.1. If YOU receive an update or upgrade to the PRODUCT or other LICENSED MATERIALS from LFOW, then YOU will immediately discontinue use of, remove from YOUR computer (WEB SERVER) system and delete or destroy the earlier version of the PRODUCT and other LICENSED MATERIALS, and will use the updated or upgraded PRODUCT and other LICENSED MATERIALS in accordance with this EULA. The PRODUCT and other LICENSED MATERIALS upgrade or update is provided to YOU on a license exchange basis, and YOU shall not continue to use the earlier version of the PRODUCT or other LICENSED MATERIALS or transfer it to another person or entity.

Article 5. HOW WE MAY MODIFY THIS EULA

5.1. LFOW reserves the right, at any time and from time to time, to update, revise, amend, supplement, and otherwise modify this EULA and to impose new or additional rules, policies, terms, or conditions on YOUR use of the PRODUCT and other LICENSED MATERIALS. YOU must review this EULA on a regular basis. YOU can find the most current version of the EULA at http://www.livefaceonweb.com/eula.htm. All updates, revisions, amendments, supplements and other modifications to this EULA and all new or additional rules, policies, terms, or conditions on YOUR use of the PRODUCT and other LICENSED MATERIALS under this EULA become effective as soon as the modified EULA is available at http://www.livefaceonweb.com/eula.htm. If YOU do not agree to the changes in the modified EULA, then YOU must immediately stop using the PRODUCT and other LICENSED MATERIALS. If YOU do not stop using the PRODUCT or any of the other LICENSED MATERIALS, then YOUR use of the LICENSED MATERIALS will continue under and subject to all the terms and conditions of the modified EULA.

Article 6. LICENSE FEES; PAYMENT METHOD; NO REFUNDS

6.1. LFOW will charge the applicable license and other fees to the charge or credit card account provided by YOU. By providing the charge or credit card account information, YOU are authorizing LFOW to automatically continue charging that card or account (or any replacement card or account if the original is cancelled, renewed, lost, stolen, or changed for any reason) for all fees or charges associated with YOUR license of the PRODUCT and LICENSED MATERIALS. YOU authorize the charge or credit card issuer to pay any amounts described herein and authorize LFOW, or any other person or entity that acts as a billing agent for LFOW, to continue to attempt to charge all sums described herein to YOUR charge or credit card account until such amounts are paid in full. YOU agree to provide LFOW updated information on YOUR charge or credit card account upon LFOW's request and any time the information earlier provided is no longer valid. If payment is not received by LFOW from YOUR charge or credit card issuer or its agents, YOU agree to pay all amounts due upon demand by LFOW.

6.2. YOU agree to pay all fees and charges specified for the PRODUCT and the LICENSED MATERIALS. All fees are exclusive of applicable taxes (e.g. sales, use, or value-added tax), unless otherwise stated, and YOU are solely responsible for the payment of any such taxes that may be imposed on YOUR use of the PRODUCT and the LICENSED MATERIALS. LFOW may at any time change the price of the PRODUCT and the LICENSED MATERIALS or any part thereof, or institute new charges or fees. Price changes and institution of new charges implemented will apply after the effective date of the change. YOUR continued use of the PRODUCT and the LICENSED MATERIALS after the effective date of any such change shall constitute YOUR acceptance of such changes.

6.3. Due to the nature of PRODUCT, all sales are final and are not subject to a refund.

Article 7. MONITORING

7.1. LFOW has the capability of monitoring each installation of the PRODUCT, including WEB SITES and WEB PAGES on which it is used. YOU hereby authorize and permit such monitoring and acknowledge that in the event that YOUR installation and/or use of the PRODUCT is in excess of the installation or use permitted hereunder, LFOW shall be permitted to, at the option of LFOW, deactivate the PRODUCT to the extent of such prohibited use, or automatically charge YOU additional license fees for any use in excess of the permitted use described herein at LFOW's then current rates. Such additional license fees shall be deemed to automatically be approved by YOU and YOU shall be responsible for all such additional fees, which charges may automatically be billed to YOUR credit card on file with LFOW. YOU agree to indemnify LFOW for all costs and other damages related to the failure of such credit card charges to be fully and indefeasibly paid to LFOW in accordance herewith.

Article 8. INTELLECTUAL PROPERTY RIGHTS

8.1. YOU will not use the LICENSED MATERIALS to violate any third-party copyright, trademark, intellectual property, privacy and other rights or to violate applicable law.

8.2. By submitting YOUR CONTENT to be used in connection with the PRODUCT and/or the LICENSED MATERIALS, YOU are representing, warranting, acknowledging and agreeing to the following:

(a) YOU own all right, title and interest in YOUR CONTENT, and have all power and authority to perform YOUR duties and obligations under this EULA and otherwise in connection with the LICENSED MATERIALS. If YOU become aware of any such possible violation or infringement, YOU shall immediately so notify LFOW in writing and correct the issue; and

(b) YOUR CONTENT does not infringe upon or violate applicable law or the rights of any person or entity, including rights relating to defamation, privacy, publicity, contract, patent, copyright, trademark, trade secret or other intellectual property rights; and

(c) YOU hereby grant to LFOW the right to create derivative and other works (including, without limitation, the PRODUCT and other LICENSED MATERIAL) based on YOUR CONTENT, and all such derivative and other works (including the PRODUCT and other LICENSED MATERIAL) shall be owned by LFOW, and you hereby transfer and assign all YOUR right, title and interest in and to all such derivative and other works (including, without limitation, the PRODUCT and other LICENSED MATERIAL) to LFOW; and

(d) YOU hereby grant LFOW a non-exclusive, irrevocable, perpetual, worldwide, royalty-free, fully-paid, transferrable license (with the right to sublicense) and right to use, distribute, reproduce, modify, adapt, publish, translate, publicly perform, publicly display and otherwise use YOUR CONTENT and any derivative works based in whole or in part on YOUR CONTENT.

8.3. All title to, and copyright, trademark and other intellectual property rights in, the LICENSED MATERIALS and any related documents are and shall remain owned and/or controlled solely and exclusively by LFOW and/or its LICENSORS, and LFOW and/or its LICENSORS reserve all rights in the LICENSED MATERIALS not specifically granted to YOU under this EULA. Neither this EULA nor the LICENSED MATERIALS shall be deemed to vest in YOU any ownership rights in such copyright, trademark or other intellectual property rights and materials of LFOW or others. YOU must use YOUR best efforts to protect the LICENSED MATERIALS, and shall not use the LICENSED MATERIALS to violate any third-party rights or applicable law.

Article 9. EXCLUSION OF WARRANTIES

9.1. YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT YOU ARE INSTALLING AND USING THE LICENSED MATERIALS AT YOUR OWN SOLE RISK. THE LICENSED MATERIALS ARE PROVIDED "AS IS" AND WITHOUT WARRANTY, TERM OR CONDITION OF ANY KIND, AND LFOW AND ITS LICENSORS, LICENSEES, EMPLOYEES, CONTRACTORS, VENDORS, SUPPLIERS, AFFILIATES, SUCCESSORS, ASSIGNS, AGENTS AND REPRESENTATIVES (EACH A "LFOW PARTY") EXPRESSLY DISCLAIM ALL WARRANTIES, TERMS OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, CONDITION OF TITLE, QUIET ENJOYMENT, QUIET POSSESSION, CORRESPONDENCE TO DESCRIPTION OR NON-INFRINGEMENT, SATISFACTORY QUALITY, NON-INFRINGEMENT AND FITNESS FOR A GENERAL OR PARTICULAR PURPOSE. NO ORAL, WRITTEN OR ELECTRONIC INFORMATION OR ADVICE GIVEN BY ANY LFOW PARTY SHALL CREATE ANY WARRANTY, TERM OR CONDITION WITH RESPECT TO THE LICENSED MATERIALS OR OTHERWISE. LFOW DOES NOT WARRANT AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS THAT THE PRODUCT AND THE LICENSED MATERIALS WILL MEET YOUR REQUIREMENTS OR THAT THE OPERATION OF THE PRODUCT AND THE LICENSED MATERIALS AND/OR ITS OR THEIR USE WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE PRODUCT AND THE LICENSED MATERIALS, IF ANY, WILL BE CORRECTED. SHOULD THE LICENSED MATERIALS PROVE TO BE DEFECTIVE, YOU (AND NOT LFOW) AGREE TO ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIRS OR CORRECTIONS. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, TERMS OR CONDITIONS IN CERTAIN INSTANCES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU. THIS ARTICLE WILL APPLY ONLY WHEN AND TO THE EXTENT THAT THE APPLICABLE LAW SPECIFICALLY MANDATES LIABILITY, DESPITE THE FOREGOING DISCLAIMER, EXCLUSION AND LIMITATION.

Article 10. LIMITATION OF LIABILITY

10.1. IN NO EVENT SHALL LFOW OR ANY LFOW PARTY BE LIABLE FOR ANY PERFORMANCE, NONE PERFORMANCE, LOSS AND/OR DAMAGES WHATSOEVER, EITHER DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR

OTHERWISE, ARISING OUT OF THE BREACH OF ANY EXPRESS OR IMPLIED WARRANTY, TERM OR CONDITION, BREACH OF CONTRACT, NEGLIGENCE, STRICT LIABILITY, MISREPRESENTATION, FAILURE OF ANY REMEDY TO ACHIEVE ITS ESSENTIAL PURPOSE OR ANY OTHER LEGAL THEORY ARISING OUT OF, OR RELATED TO, THIS EULA OR YOUR USE OF ANY OF THE LICENSED MATERIALS (SUCH DAMAGES INCLUDE, BUT ARE NOT LIMITED TO, LOSS OF PROFITS, LOSS OF REVENUE, LOSS OF DATA, LOSS OF USE OF THE PRODUCT OR ANY ASSOCIATED EQUIPMENT, DOWN TIME AND USER'S TIME), EVEN IF THE LFOW PARTY CONCERNED HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF DIRECT, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES IN CERTAIN INSTANCES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU. THIS ARTICLE WILL NOT APPLY ONLY WHEN AND TO THE EXTENT THAT APPLICABLE LAW SPECIFICALLY REQUIRES LIABILITY DESPITE THE FOREGOING DISCLAIMER, EXCLUSION AND LIMITATION.

10.2. Notwithstanding any damages that YOU might incur for any reason whatsoever (including, without limitation, all damages referenced herein and all direct or general damages in contract or anything else), the entire liability of LFOW to YOU under this EULA and otherwise in connection with the PRODUCT and other LICENSED MATERIALS shall be limited to the lesser of the actual damages YOU incur in reasonable reliance on the PRODUCT or LICENSED MATERIALS or fifty percent (50%) of the amount actually paid by YOU for the PRODUCT for the six (6) months immediately prior to the claim for damages. The foregoing limitations, exclusions and disclaimers shall apply to the maximum extent permitted by applicable law, even if any remedy fails its essential purpose.

Article 11. INDEMNIFICATION OF LFOW; EQUITABLE REMEDIES

11.1. YOU shall indemnify, defend and hold harmless LFOW and each other LFOW PARTY from and against any and all liabilities, damages, costs, expenses or losses (including, without limitation, a LFOW PARTY'S attorney's fees, expert witness fees, travel costs and other costs and expenses of litigation) arising out of or in any way related to: (a) YOUR use or nonuse of the LICENSED MATERIALS, (b) YOUR CONTENT furnished or otherwise made available to LFOW, including the violation by YOUR CONTENT of any third-party rights or applicable law, (c) YOUR and YOUR agents' acts or omissions or violation of applicable law, and/or (d) YOUR breach of any provision of this EULA.

11.2. YOU acknowledge that any breach of YOUR obligations under this EULA shall cause irreparable harm to LFOW for which there is no adequate remedy at law, and as a result, LFOW, in its sole discretion, and in addition to any other remedies available to it, may bring an action or actions for injunctive relief, specific performance or both, and have entered a temporary restraining order, preliminary or permanent injunction, or order compelling specific performance.

11.3. In any litigation to enforce this EULA, LFOW shall be entitled to recover from YOU, in addition to all of LFOW'S other rights, remedies and damages, LFOW's attorney's fees, expert witness fees, travel costs and other costs and expenses of litigation.

Article 12. EXPIRATION AND TERMINATION

12.1. The rights under this EULA are conditioned upon YOUR continued right to a license to the PRODUCT and other LICENSED MATERIALS from LFOW. In the event that YOU no longer have such license, YOUR rights under this EULA shall expire immediately, without notice from LFOW.

12.2. Without prejudice to any other rights LFOW or any LFOW PARTY may have hereunder, the license granted to YOU under this EULA shall terminate immediately, without notice from LFOW, and all rights YOU may have hereunder to use the LICENSED MATERIALS shall be immediately revoked, in the event that YOU: (I) fail to comply with any provision of this EULA, (II) fail to make any payment due to LFOW in connection with the LICENSED MATERIALS, (III) fail to install an update or upgrade of LICENSED MATERIALS that were previously provided to YOU by LFOW within the time and in accordance with this EULA and any instructions specified by LFOW, or (IV) file a voluntary petition or are subject to an involuntary petition under applicable bankruptcy laws, are declared insolvent, make an assignment for the benefit of creditors, or are served with a writ of attachment , writ of execution, garnishment or other legal process pertaining to any of YOUR assets or property.

12.3. Upon the expiration or termination of YOUR license under this EULA, YOU shall immediately cease to use the LICENSED MATERIALS and shall destroy all of the LICENSED MATERIALS, in whole or in part, in your possession, custody and/or control, including, without limitation, any WEB SERVER, WEB SITE, WEB PAGE and URL.

12.4. To the extent relevant under applicable law, YOU and LFOW each agree, for the effectiveness of the termination clauses under this EULA, to waive any provisions, procedures and operation of any applicable law that might otherwise require judicial approval or a court order in order to effect the termination of this EULA.

12.6. The terms and conditions of this EULA, and your YOUR duties and obligations hereunder (including, without limitation, those relating to non-use of the LICENSED MATERIALS and indemnification of LFOW), shall survive the expiration or termination of this EULA and/or YOUR license granted hereby.

Article 13. GOVERNING LAW; WAIVER OF TRIAL BY JURY; LIMITATION OF LICENSEE'S RIGHTS

13.1. THE VALIDITY, INTERPRETATION AND LEGAL EFFECT OF THIS EULA SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE COMMONWEALTH OF PENNSYLVANIA.

13.2. YOU HEREBY WAIVE ALL RIGHTS AND/OR ENTITLEMENT TO TRIAL BY JURY IN CONNECTION WITH ANY DISPUTE THAT ARISES OUT OF OR RELATES IN ANY WAY TO THIS EULA OR THE PRODUCT.

13.3. YOU HEREBY AGREE ON BEHALF OF YOURSELF AND ANY PERSON CLAIMING BY OR THROUGH YOU THAT THE SOLE AND EXCLUSIVE JURISDICTION AND VENUE FOR ANY LITIGATION ARISING FROM OR RELATING TO THIS EULA OR THE SUBJECT MATTER HEREOF SHALL BE AN APPROPRIATE FEDERAL OR STATE COURT LOCATED IN THE COMMONWEALTH OF PENNSYLVANIA.

13.4. No claims or causes of action, regardless of form, arising out of or relating to this EULA or the subject matter hereof may be brought by YOU more than three (3) months after the claim or cause of action has initially arisen.

Article 14. GENERAL PROVISIONS

14.1. If any provision of this EULA is subsequently held to be invalid or unenforceable by any court or other authority, such invalidity or unenforceability shall in no way affect the validity or enforceability of any other provision of this EULA, and such invalid and unenforceable provision shall be substituted with a valid and enforceable provision which most closely approximates the intent and economic effect of the invalid or unenforceable provision.

14.2. Neither party's waiver of any breach or failure to enforce any of the provision of this EULA at any time shall in any way affect, limit or waive such party's right thereafter to enforce and compel strict compliance with every other provision.

14.3. No modification of this EULA shall be effective unless it is set forth in a writing signed or authorized by LFOW.

14.4. The headings of the sections of this EULA are inserted for convenience only and shall not constitute a part hereof or affect in any way the meaning or interpretation of this EULA.

14.5. In the event of any inconsistency or conflict between this EULA and the LICENSED MATERIALS, the terms of this EULA shall control and govern.

14.6. This EULA shall be binding upon the parties and their successors and permitted assignees. YOU shall not be able to assign this EULA or any of YOUR rights, duties or obligations without the prior written consent of LFOW. LFOW shall have the right to assign this EULA or any of its rights, duties or obligations to any person or entity without consent from or notice to YOU.

EXHIBIT E

IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF PENNSYLVANIA

HOLLY YENCHA, individually and on behalf of all others similarly situated, *Plaintiff*, v. ZeoBIT LLC, a California limited liability company, *Defendant*.	Case No. 2-14-cv-00578-JFC Judge: Joy Flowers Conti

ORDER PRELIMINARILY APPROVING CLASS ACTION SETTLEMENT, CERTIFYING SETTLEMENT CLASS FOR SETTLEMENT PURPOSES, APPROVING NOTICE PLAN, AND SCHEDULING FINAL APPROVAL HEARING

WHEREAS, a class action is pending before the Court entitled *Yencha v. ZeoBIT LLC*, Case No. 2:14-cv-00578-JFC; and

WHEREAS, Plaintiff Holly Yencha ("Plaintiff") and Defendant ZeoBIT, LLC ("Defendant") have entered into a Settlement Agreement, which, together with the exhibits attached thereto, sets forth the terms and conditions for a proposed settlement and dismissal of the Action with prejudice as to Defendant for the claims of the Settlement Class upon the terms and conditions set forth in the Settlement Agreement, and the Court having read and considered the Settlement Agreement and exhibits attached thereto;

This matter coming before the Court upon the agreement of the Parties and the motion of Plaintiff seeking preliminary approval of the Settlement Agreement, good cause being shown, and the Court being fully advised in the premises,

IT IS HEREBY ORDERED, DECREED, AND ADJUDGED AS FOLLOWS:

1. The terms and phrases in this order shall have the same meaning as ascribed to them in the Parties' Stipulation of Class Action Settlement.

Settlement Class Certification

2. A class (the "Settlement Class") is certified for settlement purposes only.

   a. The Settlement Class is defined to include: "All Persons in the United States and its territories who purchased MacKeeper on or before July 8, 2015."

   b. The Settlement Class satisfies the requirements for class certification under Fed. R. Civ. P. 23(a). It consists of approximately 513,000 consumers, there are questions of law or fact common to the Settlement Class, Plaintiff's claims are typical of those of the Settlement Class, and Plaintiff will fairly and adequately protect the interests of the Settlement Class.

   c. In addition, the questions of law or fact common to the Settlement Class predominate over any individual questions, and the class action mechanism is superior to other available methods for the fair and efficient adjudication of this controversy. Consequently, the Settlement Class satisfies the requirements of Fed. R. Civ. P. 23(b)(3).

3. The Court hereby appoints Plaintiff Holly Yencha as Class Representative. The Court finds that Plaintiff Yencha will adequately protect the interests of the Settlement Class.

4. The Court hereby appoints Rafey S. Balabanian, Benjamin H. Richman, and Courtney C. Booth of Edelson PC as Class Counsel. The Court finds that these attorneys are competent and capable of exercising the responsibilities of Class Counsel.

Preliminary Approval

5. Plaintiff has moved the Court for an order approving the settlement of the Action in accordance with the Settlement Agreement, which, together with the documents incorporated therein, sets forth the terms and conditions for a proposed settlement and dismissal of the Action with prejudice against Defendant, and the Court having read and considered the Settlement Agreement and having heard the Parties and being fully advised in the premises, hereby preliminarily approves the Settlement Agreement in its entirety subject to the Final Approval Hearing referred to in Paragraph 19 of this order.

6. This Court finds that it has jurisdiction over the subject matter of this action and over all Parties to the Action, including all members of the Settlement Class.

7. The Court finds that, subject to the Final Approval Hearing, the Settlement Agreement falls within the range of possible approval as fair, reasonable, adequate, and in the best interests of the Settlement Class as to their claims against Defendant. The Court further finds that the Settlement Agreement substantially fulfills the purposes and objectives of the class action, and provides beneficial relief to the Settlement Class. The Court also finds that the Settlement Agreement (a) is the result of serious, informed, non-collusive arm's-length negotiations involving experienced counsel familiar with the legal and factual issues of this case and made with the assistance of the Honorable Edward A. Infante (ret.) of JAMS; (b) is sufficient to warrant notice of the settlement and the Final Approval Hearing to the Settlement Class; (c) meets all applicable requirements of law, including Federal Rule of Civil Procedure 23, and the Class Action Fairness Act ("CAFA"), 28 U.S.C. § 1715; and (d) is not a finding or admission of liability by Defendant.

Notice and Administration

8. Rust Consulting is hereby appointed as Settlement Administrator and shall perform all the duties of the Settlement Administrator as set forth in the Agreement and this order.

9. The Court finds that the notice plan and all forms of Notice to the Settlement Class as set forth in the Settlement Agreement and Exhibits B, C and D thereto (the "Notice Plan") is reasonably calculated to, under all circumstances, apprise the members of the Settlement Class of the pendency of this Action, the certification of the Settlement Class, the terms of the Settlement Agreement, and the rights of members to object to the settlement or to exclude themselves from the Settlement Class. The Notice Plan is consistent with the requirements of Rule 23 and due process and constitutes the best notice practicable under the circumstances.

10. The Court thus hereby approves the Notice Plan, including the proposed Notice documents attached as Exhibits B, C and D to the Settlement Agreement. The Court also approves the plan for claims administration, including the Claim Form attached as Exhibit A to the Settlement Agreement. The Parties may, by agreement, revise the Notice or Claim-Form documents in ways that are not material, or in ways that are appropriate to update those documents for purposes of accuracy or formatting.

11. Pursuant to paragraph 4.1 of the Settlement Agreement, the Notice Plan shall be implemented as follows: Within twenty-eight (28) days following the entry of this order (the "Notice Date"), the Settlement Administrator shall provide direct notice with an accompanying Claim Form by email. The Settlement Administrator shall, starting no later than the start of the dissemination of direct notice via email to the Settlement Class, post notice of this settlement on

the settlement website. In addition, fourteen (14) days prior to the Objection/Exclusion Deadline set below, the Settlement Administrator will disseminate another copy of the Email Notice, adding to the subject line of the email "FINAL NOTICE." Defendant complied with the requirements of 28 U.S.C. § 1715 and served notice of the proposed Settlement Agreement upon the appropriate government officials on March 16, 2015.

12. Members of the Settlement Class who wish to receive a payment under the Settlement Agreement must complete and submit a valid Claim Form. All Claim Forms must be postmarked or received by the Settlement Administrator on or before forty-five (45) days after the Final Approval Hearing.

Exclusion

13. Settlement Class Members who wish to exclude themselves from the Settlement Class for purposes of this settlement may do so by submitting a request for exclusion to the Settlement Administrator on or before September 21, 2015 (the "Objection/Exclusion Deadline"). The request for exclusion must comply with the exclusion procedures set forth in the Settlement Agreement and include the Settlement Class Member's name, address, email address, phone number, signature, the name and number of the case, and a statement that he or she wishes to be excluded from the Settlement Class for purposes of this settlement.

14. Any member of the Settlement Class who timely requests exclusion consistent with these procedures shall not (i) be bound by a final judgment approving the settlement; (ii) be entitled to relief under the Settlement Agreement; (iii) gain any rights by virtue of the Settlement Agreement; or (iv) be entitled to object to any aspect of the Settlement Agreement. However, Settlement Class Members who fail to submit a valid and timely request for exclusion shall be bound by all terms of the Settlement Agreement and the Final Judgment, regardless of whether

they have requested exclusion from the Settlement Agreement, unless otherwise ordered by the Court.

Objections

15. Any member of the Settlement Class who has not timely filed a request for exclusion may object to the granting of final approval to the settlement. Settlement Class Members may object on their own or may do so through separate counsel at their own expense.

16. Any objection must be in writing, must be personally signed by the objector, and must include: (1) the objector's name, address, email address, and contact phone number; (2) an explanation of the basis upon which the objector claims to be a Settlement Class Member; (3) all grounds for the objection, including all citations to legal authority and evidence supporting the objection, if you have any; and (4) the name and contact information of any and all attorneys representing, advising, or in any way assisting the objector in connection with the preparation or submission of the objection or who may profit from the pursuit of the objection.

17. All objections and any papers submitted in support of such objections must, on or before the Objection/Exclusion Deadline, be (1) filed with the Clerk of the Court or, if represented by counsel, filed through the Court's Case Management/Electronic Case Filing (CM/ECF) system, and (2) sent via mail, hand, or overnight delivery service to both Class Counsel and Defendant's counsel.

18. Any member of the Settlement Class who fails to timely mail or file a written objection in compliance with the requirements of this order, the Notice, and the Settlement Agreement shall be deemed to have waived any objections and shall be foreclosed from making any objections (whether by appeal or otherwise) to the settlement.

Fairness Hearing

19. A fairness hearing (the "Final Approval Hearing" or "Fairness Hearing") shall be held before this Court on October 16, 2015 at 1:30 P.M. in Courtroom 5A on the 5th Floor of the United States Courthouse, Pittsburgh Division, 700 Grant Street, Pittsburgh, Pennsylvania to consider: (a) whether the proposed settlement of the Action on the terms and conditions provided for in the Settlement Agreement is fair, reasonable and adequate and should be given final approval by the Court; (b) whether a final judgment should be entered; (c) whether to award payment of attorneys' fees and expenses to Class Counsel and in what amount; and (d) whether to award payment of an incentive award to the Class Representative and in what amount. The Court may adjourn the Fairness Hearing without further notice to Settlement Class Members.

20. At least fourteen (14) days prior to the Objection/Exclusion Deadline, papers supporting the Fee Award shall be filed with the Court and thereafter posted to the settlement website.

21. Papers in support of final approval of the Settlement Agreement shall be filed with the Court on or before October 2, 2015.

Further Matters

22. In order to protect its jurisdiction to consider the fairness of the Settlement Agreement and to enter a final order and judgment having binding effect on all Settlement Class Members, the Court hereby preliminarily enjoins, pending the Final Approval Hearing, all members of the Settlement Class, and anyone who acts or purports to act on their behalf, from pursuing all other proceedings in any state or federal court that seeks to address rights or claims of any Released Party or Settlement Class Member relating to, or arising out of, any of the Released Claims.

23. Settlement Class Members shall be bound by all determinations and judgments in the Action concerning the Action and/or Settlement Agreement, whether favorable or unfavorable.

24. All discovery and pretrial proceedings and deadlines are stayed and suspended until further notice from the Court, except for such actions as are necessary to implement the Settlement Agreement and this Order.

25. In the event that the Settlement Agreement is terminated pursuant to the provisions of the Settlement Agreement, then (a) the Settlement Agreement, this Preliminary Approval Order, and the Final Judgment (if applicable) (including but not limited to the certification of the Settlement Class for settlement purposes, the appointment of Plaintiff Holly Yencha as Class Representative, and the appointment of Class Counsel) shall be vacated and shall be null and void, shall have no further force and effect with respect to any Party in this Action, and shall not be used in this Action or in any other proceeding for any purpose; (b) this action will revert to the status that existed before the Settlement Agreement's execution date; (c)(i) no term or draft of the Settlement Agreement, (ii) nor any part of the Parties' settlement discussions, negotiations, or documentation (including any declaration or brief filed in support of the motion for preliminary approval or motion for final approval), (iii) nor any rulings regarding class certification for settlement purposes (including the Preliminary Approval Order and, if applicable, the Final Judgment), will have any effect or be admissible into evidence for any purpose in the Action or any other proceeding.

IT IS SO ORDERED this 16th day of July, 2015.

/s/ JOY FLOWERS CONTI
Joy Flowers Conti
Chief United States District Judge